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**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF LOTS 1 THROUGH 54,  
WHISPERING PINES**

This Amendment to the Declaration of Covenants, Conditions and Restrictions is hereby made by The Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges Corporation, a Nebraska Corporation, General Partnership, hereafter referred to as "Declarant" on the 23<sup>rd</sup> day of April, 2004, pursuant to Article IX, Section 2 of the existing Declaration of Covenants, Conditions, Restrictions and easements. Attached hereto on Exhibit "A" are the signatures of at least 75 percent of the owners of townhome lots of the Whispering Pines Replat.

**RECITALS**

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions regarding Lots 1 through 54 and Outlot "A" of Whispering Pines was dated the 13<sup>th</sup> day of August, 1996 and was filed on the 12<sup>th</sup> day of December, 1996 in Book 1195, Page 586 of the Miscellaneous Records of the office of the Register of Deeds, Douglas County, Nebraska; and

WHEREAS, Article II, 3, c provides that the Whispering Pines Townhome Owner's Association, Inc. shall provide for the external maintenance repair of the roofs, the exterior walls and the gutters and downspouts on the individual townhomes located in the Whispering Pines Subdivision, and

WHEREAS, the owners of the townhome lots and the members of the Whispering Pines Townhome Owner's Association have determined that their responsibility under Article II, Section 3, c is greater than originally anticipated and creates a number of financial and practical problems which makes such maintenance responsibility impractical and undesirable for the Townhome Owner's Association to perform.

NOW, THEREFORE, the Declarant hereby amends the original Declaration of Covenants, Conditions, Restrictions and Easements of Lots 1 through 54 of Whispering Pines by

RETURN: JAMES L. McDOWELL

1418 S. 181 PLZ

OMAHA 68130

402-333-4740

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SHP C/O COMP  
DEL SCAN FV

deleting and eliminating all of the provisions of the original Declarations of Covenants, Conditions, Restrictions and Easements as are set forth in Article II, 3, c, i, ii, iii. It is the intention of this Amendment that the Whispering Pines Townhome Owners Association be relieved of the responsibility of providing external maintenance on the individual townhomes located within the Whispering Pines Subdivision. All of the exterior maintenance repair and replacement responsibilities set forth in Article II, 3, c, i, ii, iii shall no longer be the obligation of the Whispering Pines Townhome Owners Association and shall henceforth be the sole responsibility of the owner of each of the townhome lots.

IN WITNESS WHEREOF, Timothy J. McReynolds the President of Ridges Corporation, which is the General Partner of The Ridges Limited Partnership, has hereunto set his hand this 23 day of April, 2004.

THE RIDGES LIMITED PARTNERSHIP,  
A Nebraska Limited Partnership, by and  
Through Ridges Corporation, General  
Partner, the "Declarant"

By: Timothy J. McReynolds  
Timothy J. McReynolds, President  
Ridges Corporation, General Partner

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 23<sup>rd</sup> day of April, 2004, before me a notary public, came and appeared Timothy J. McReynolds, President of Ridges Corporation, General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership, and having personally appeared before me did state that he was duly authorized in his capacity as President of Ridges Corporation, General Partner, to execute the foregoing, and did state that he had read and was fully advised of the contents thereof; and, that such were executed in his office and capacity as President; and, such execution did constitute the free, voluntary and authorized act of the corporation as General Partner of The Ridges Limited Partnership, a Nebraska Limited Partnership.

Debra L. Arkfeld  
Notary Public

EXHIBIT "A"

Lot 1 Jeanne Lisc  
Printed Name: JEANNE LISC

Lot 3 James L. McDowell  
Printed Name: JAMES McDOWELL

Lot 5 Janet Sisk  
Printed Name: JANET SISK

Lot 7 Rose B. Wise  
Printed Name: ROSE B. WISE

Lot 9 Judith A. Engelbert  
Printed Name: JUDITH A. ENGELBERT

Lot 11 Patricia A. Ruth  
Printed Name: PATRICIA A. RUTH

Lot 13  
Printed Name: \_\_\_\_\_

Lot 15 Cherian Beran  
Printed Name: CHERIAN BERAN

Lot 17 Harry N. Andersen  
Printed Name: HARRY N. ANDERSEN

Lot 19 J. O'Donnell  
Printed Name: J. O'DONNELL

Lot 21 John Little  
Printed Name: JOHN LITTLE

Lot 23 Walter Smith  
Printed Name: WALTER SMITH

Lot 25 Walter Smith  
Printed Name: WALTER SMITH

Lot 27  
Printed Name: \_\_\_\_\_

Lot 2 Hazel Poage  
Printed Name: HAZEL POAGE

Lot 4 Kate Ogiger  
Printed Name: KATE OGIGER

Lot 6 Carla Imray  
Printed Name: CARLA IMRAY

Lot 8  
Printed Name: \_\_\_\_\_

Lot 10 Larry Tark  
Printed Name: LARRY TARK

Lot 12 Roger L. Lister  
Printed Name: ROGER L. LISTER

Lot 14  
Printed Name: \_\_\_\_\_

Lot 16 Irene Laphen  
Printed Name: IRENE LAPHEN

Lot 18 Richard Belkond  
Printed Name: RICHARD BELKOND

Lot 20 Donald W. Little  
Printed Name: DONALD W. LITTLE

Lot 22 Albert S. Rule  
Printed Name: ALBERT S. RULE

Lot 24 Walter Smith  
Printed Name: WALTER SMITH

Lot 26  
Printed Name: \_\_\_\_\_

Lot 28 Michael Petersen  
Printed Name: MICHAEL PETERSEN

Lot 29 W. H. G. Smith  
 Printed Name: W. H. G. SMITH

Lot 31 W. S. Anderson  
 Printed Name: W. S. ANDERSON

Lot 33 Richard Parrist  
 Printed Name: RICHARD PARRIST

Lot 35 Robt W Hansen  
 Printed Name: ROBT W HANSEN

Lot 37 Pamela Bradley  
 Printed Name: Pamela Bradley

Lot 39 Janet L. Vanderveld  
 Printed Name: Janet L. Vanderveld

Lot 41 Jim Wilson  
 Printed Name: JIM WILSON

Lot 43 Gary T. Dimasi  
 Printed Name: GARY T. DIMASI

Lot 45 John C. Fowler  
 Printed Name: John C. Fowler

Lot 47 Shragin  
 Printed Name: SHRAGIN

Lot 49 Ellie Kozal  
 Printed Name: ELLIE KOZAL

Lot 51 Jim Jobeun  
 Printed Name: JIM JOBEUN

Lot 53 \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

Lot 30 Roxanne Hoberman  
 Printed Name: Roxanne Hoberman

Lot 32 \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

Lot 34 Mary Smith  
 Printed Name: MARY SMITH

Lot 36 Marshall Dawn  
 Printed Name: MARSHALL DAWN

Lot 38 Dan Park  
 Printed Name: DAN PARK

Lot 40 Donk Leisey  
 Printed Name: DONK. LEISEY

Lot 42 Mary J. Sestak  
 Printed Name: MARY J. SESTAK

Lot 44 Pauline Campagna  
 Printed Name: PAULINE CAMPAGNA

Lot 46 Jan D. Desmet  
 Printed Name: Jan D. Desmet

Lot 48 Robert Seitz  
 Printed Name: ROBERT SEITZ

Lot 50 Michael Shriver  
 Printed Name: michael Shriver

Lot 52 Judith Kramelisch  
 Printed Name: Judith Kramelisch

Lot 54 \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

- c. To provide for, periodically and uniformly as the Board of Directors shall determine, the:
- i. Maintenance, repair and replacement of roots;
  - ii. Maintenance, repair, including painting, of all exterior walls, with the exception that the Association shall not assume the duty to repair or replace any glass surfaces, including, but not limited to, window glass and door glass. The Association shall not assume the duty to repair or replace any doors, door openers, and cooling units for air conditioning system. However, the Association shall assume the duty to paint the exterior surfaces of exterior doors;
  - iii. Maintenance, repair and replacement of gutters and downspouts.

Notwithstanding the foregoing, in the event the need for maintenance or repair of any of the foregoing on any improved Lot shall result from the willful or negligent acts of the Owner of any Lot, or of such Owner's family, guests, invitees, or tenants, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

- d. The assessing, levying, collecting, abatement, and enforcement of all construction, maintenance and repair charges, dues, or assessments made pursuant to the terms of this Declaration or the actions/resolutions of the Board of Directors of the Association.
- e. The expenditure, commitment and payment of Association funds to accomplish the purposes of the Association including, but not limited to, payment for purchase of insurance covering any Common Facility against property damage and casualty and purchase of liability insurance coverage for the Association, the Board of Directors of the Association and the Members.
- f. The exercise of all of the powers and privileges, and the performance of all of the duties and obligations of the Association as set forth in this Declaration, as the same may be amended from time to time.